

<b>REQUEST FOR PROPOSAL</b>		<b>LSU</b>	<b>BID DUE DATE AND TIME</b>		
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE			<b>07/12/2016</b>	<b>02:00 PM</b>	<b>CT</b>
<b>SOLICITATION 000014121</b> VENDOR # VENDOR NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 400px; margin-top: 10px;"></div>			RETURN BID TO  LSU LOUISIANA STATE UNIV. PROCUREMENT OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803 BUYER Alexandra Huber BUYER PHONE (225)578-9398  ISSUE DATE 06/06/2016		
TITLE: LSU ATHLETICS- EVENT SECURITY & GUEST SERVICES					
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**LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE**

**REQUEST FOR PROPOSALS  
FOR**

***LSU Athletics – Event Security & Guest Services***

**SOLICITATION # 14121**

**PROPOSAL DUE DATE/TIME:**

**July 12, 2016 at 2:00PM CST**

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# **REQUEST FOR PROPOSAL FOR**

## ***LSU Athletics Event Security and Guest Services***

### **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

#### **1.1 Background**

Louisiana State University and Agricultural and Mechanical College, herein referred to as the “University” or “LSU” is the state of Louisiana’s flagship, Research University. Operating under the guidelines of the University, the LSU Athletics Department hosts events throughout the year and relies on the service of security personnel and guest service personnel to effectively manage and operate.

##### **1.1.1 Purpose**

Louisiana State University (“LSU”) seeks to invite qualified proposers to submit competitive proposals to provide a comprehensive event security and guest service staffing for all athletics events and all special events hosted at/or within LSU Athletic venues/facilities. The purpose of this Request for Proposal (RFP) is to solicit competitive proposals for services as allowed by LAC 34:XIII. Chapters 3-25 from bona fide, qualified proposers who are interested in providing to LSU students and campus constituents the following:

The selected provider shall provide staffing for security positions and guest services positions at all events deemed necessary by the LSU Athletics Department. These security and guest service positions may include but are not limited to unarmed security guards, bag checking gate staff, in-stadium ushers, ticket takers/scanners, customer service representatives, greeters, and directional assistance personnel.

Proposers shall provide a proposal that includes both security and guest service staffing based on the specifications provided in this document. The RFP will be awarded on an all-or-none basis to a single proposer.

##### **1.1.2 Goals and Objectives**

It is the intention of LSU Athletics to build a partnership with a successful service provider to ensure the security and guest service staffing for all events hosted by LSU Athletics. The company will adhere to the mission and goals of the LSU Athletics Department by making all efforts to provide a safe and enjoyable

environment. The awarded company will be responsible for providing a high level of customer service.

The services we require are critical to the success of LSU meeting its obligations to students, faculty, staff and community. The successful contractor will agree to honor this spirit of partnership. Specifically, both security personnel and guest service agents are expected to make reasonable efforts to protect property from theft, stop illegal entry of persons and contraband, protect patrons and facilities alike from damage and destruction, all while providing a superior customer service experience to patrons and staff.

These events may require last minute schedule alterations, additional service, or other unanticipated service requirements. While these situations are expected to be rare, they will occur.

As a true partner, LSU expects the contractor to meet these occasional higher demand response situations at no higher cost than the standard agreed upon rates, and to always work to find a solution to meet these demands. LSU for their part will always attempt to engage the contractor for any athletic event or special event hosted in an athletic facility for additional service as the first choice. Additionally, LSU will always attempt to schedule security and guest service needs in advance whenever possible. LSU expects creativity, a 'customer first' approach to security and guest services, and a 'can do attitude' for every type of service. These services will include, but not be limited to, service that is scheduled, unscheduled, external community activity, emergency response, disaster recovery, or any other currently unanticipated security and guest service need.

## 1.2 Definitions

Shall	The term "shall" denotes mandatory requirements per RS: 39:1556(24).
Must	The term "must" denotes mandatory requirements.
May	The term "may" denotes an advisory or permissible action.
Should	The term "should" denotes a desirable action.
Contractor	Any person having a contract with a governmental body.
State	The State of Louisiana.
Agency	Any department, commission, council, board, office, bureau, committee,



	institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
RFP	Request for Proposal
University or LSU	Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
LSU Athletics	LSU Athletics will refer to administrative representatives from the LSU Athletic Department and Event Management. LSU Athletics will oversee all operational directives.
Proposal	Document(s) submitted by the responsible Proposer pursuant to the Request for Proposals (RFP).
Proposer	One who submits a response to the RFP.
Contract or Agreement	Specific to the arrangement that results from this RFP, the arrangement between LSU and the awarded Proposer which is governed by this RFP's procedures, evaluation criteria, mandatory terms and conditions, administrative requirements, and Proposer's proposal. See section 1.40 for Order of Precedence.

### 1.3 Schedule of Events

	<u>Date</u>	<u>Time(CST)</u>
1. RFP mailed to prospective proposers and posted	June 6, 2016	
2. Non-Mandatory Pre-Proposal Conference	June 20, 2016	10:00AM
3. Deadline to receive written inquiries	June 23, 2016	2:00PM
4. Deadline to answer written inquiries	June 28, 2016	
5. Proposal Opening Date (deadline for submitting Proposals)	July 12, 2016	2:00PM
6. Oral Presentations May Be Required	August 1-2, 2016	
7. Notice of Intent to Award to be mailed	August 3, 2016	

**NOTE: The University reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.**

### 1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Coordinator with LSU Procurement.

It is the proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. LSU Procurement is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by LSU Procurement **no later than the date and time shown in the Schedule of Events.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- X     **Proposal Name: LSU Athletics- Event Security and Guest Services**
- X     **Proposal Opening Date: July 12, 2016 at 2:00 PM CST**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to Procurement's physical location. All mail is received at a central receiving location on campus and then redistributed appropriately.**

Proposals may be delivered by hand or courier service or mailed through the U.S. Postal Services to our physical location at:

**Louisiana State University and A&M College  
Procurement  
213 Thomas Boyd Hall  
Baton Rouge, LA70803-3001  
Attn: Alex Huber  
Phone: 225-578-9398**

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. LSU Procurement is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED AFTER THE TIME FOR SUBMISSION OF PROPOSALS HAS EXPIRED, BUT WILL NOT BE AVAILABLE PUBLICLY UNTIL THE ANNOUNCEMENT OF THE NOTICE OF INTENT TO AWARD. ONLY PROPOSERS' NAMES SUBMITTING PROPOSALS WILL BE IDENTIFIED PRIOR TO NOTICE OF INTENT TO AWARD.**

## **1.5 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

A. **Cover Letter**: The cover letter should exhibit the proposer's understanding and approach to the project. It should contain a summary of proposer's ability to perform the services described in the RFP and confirm that proposer is willing to perform those services and enter into a contract with the University.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the University's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state or a member of a partnership or partnership in common as reflected in the most current partnership records on file with the secretary of

state. **A copy of the annual report or partnership record must be submitted to LSU Procurement before contract award.**

2. The signer of the proposal is a representative of the proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be attached to the Cover Letter.**
3. The proposer has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to LSU Procurement before contract award.**
4. The signer of the proposal has been designated by the proposer as authorized to submit this proposal.

The cover letter should also

- Identify the submitting proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the proposer to contractually obligate the proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents:** Organized in the order cited in the format contained herein.

Proposers are strongly encouraged to use the same numbering convention that is used throughout the request for proposal document.

Proposers shall indicate their understanding and acceptance of all requirements listed in Part 2 – Scope of Work/Services with their proposal response. Any proposed exceptions must be noted and fully explained. Proposals that do not accept all requirements may be deemed as unresponsive and removed from consideration.

Proposers shall provide all required information and documents as noted in PART 3 PROPOSER QUALIFICATIONS AND EXPERIENCE using the same numbering conventions as presented in the RFP document.

Proposers shall number their responses to Part 4– Technical Requirements using the same numbering convention and presented in the RFP document. Each

numbered section of the response shall use the same title as the RFP document (i.e. 4.1. Service Start Plan, 4.2. Customer Service Plan, etc.). All required documents and information shall be provided for each section. Any proposed exceptions must be noted and fully explained. Proposals that do not accept all requirements may be deemed as unresponsive and removed from consideration.

- C. **Scope of Services:** Proposers shall indicate that they have read, understand, and will meet or exceed all requirements as stated in the request for proposal. Any exceptions, with a detailed justification, may be noted. LSU reserves the right to determine if exceptions will disqualify the Proposer from consideration.
- D. **Proposer Qualifications and Experience:** Proposer shall provide information, examples, and specific documentation to indicate that they have met or exceeded each requirement. Documents, charts and summaries describing corporate structure shall be included in this section or referenced as appendices.
- E. **Project Schedule:** In addition to the specific schedules identified in the REQUIREMENTS section of this request for proposal, a summarized project schedule highlighting all major milestones from contract award through service start shall be included with response.
- F. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted. Prices proposed shall be firm for the duration of the contract. All proposers will use the Financial Proposal (Attachment E) Form to submit required pricing.

### 1.5.1 Number of Response Copies

To submit a Proposal, LSU requests that ten (10) copies of an un-redacted version of the Proposal be submitted to the RFP Coordinator at the address specified for the RFP Coordinator. At least one (1) copy of the un-redacted Proposal must contain original signatures; that copy should be clearly marked or differentiated from the other copies of the Proposal. In addition, LSU requests that two copies of a redacted version of the Proposal, including redacted versions of exhibits, attachments, and other components of the Proposal, be submitted, as described in Section 1.5, and be clearly marked as REDACTED COPY. The copy of the Proposal with original signatures and a redacted copy will be retained for incorporation in any contract resulting from this RFP. In addition to the foregoing requirements, an electronic copy of each of the redacted and un-redacted versions of the proposal must be provided in searchable PDF format, each copy including the complete redacted or un-redacted version including all associated exhibits, attachments and other components of that version of the proposal.

**Important – The Proposer should clearly mark the outside of the envelope, box or package with the following information and format:**

**Proposal Name: LSU Athletics- Event Security and Guest Services**  
**Solicitation No: 14121**

### **1.5.2 Collateral Information**

Please provide any collateral information as appendices. All appendices should be catalogued within the proposal document at the end.

Collateral Information includes, but is not limited to, policies, handbooks, manuals, photos, or other documentation that will assist the committee in assuring compliance with mandatory requirements.

### **1.6 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the University shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not*

*limit the University's right to use or disclose data obtained from any source, including the proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the University will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the University and hold the University harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the University to disclose the information. If the owner of the asserted data refuses to indemnify and hold the University harmless, the University may disclose the information.

The University reserves the right to make any proposal, including proprietary information contained therein, available to LSU personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The University shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from LSU Procurement. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

All data, including personally identifying information, financial account information, or other personal information collected, obtained or transmitted to Contractor or subcontractor in connection with this Contract shall be protected and secured in accordance with federal, state and local law. Contractor agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Contractor shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

- The obligations of Contractor or subcontractor under this Section shall survive the termination of this Contract.
- Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

**A non-mandatory pre-proposal conference will be held on June 20, 2016 from 10-12pm CST at the LSU Athletics Administration Building, 5<sup>th</sup> floor conference room #502.** Prospective proposers may participate in the conference.

This is not intended to be an open Q&A session. All questions will need to be submitted in writing during the open inquiry period referenced in section 1.3 Schedule of Events. Official answers will be stated in writing in the form of an addendum.

### **1.7.2 Proposer Inquiry Periods**

The University shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The University reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the



relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the University. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to the RFP Coordinator listed below:

Alex Huber, RFP Coordinator  
Louisiana State University  
Procurement  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
E-Mail: [atorre6@lsu.edu](mailto:atorre6@lsu.edu)

Phone: (225)578-9398/ Fax: (225)578-2292

An addendum will be issued and posted at the Office of State Purchasing's LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any University employee or University consultant.

It is the proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. LSU Procurement is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with LAC 34:XIII.1503. Such protest shall be made in writing to the LSU Director of Procurement Services at least three days prior to the deadline for submitting proposals.

**Note:** LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, vendors must register in the LaGov portal and pay the vendor fee. Registration is intuitive at the following link: <https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest user=self r>

eg and help scripts are available on OSP website under vendor center at <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

## **1.8 Errors and Omissions in Proposal**

The University will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in proposals by the University or the proposer. The University, at its option, has the right to request clarification or additional information from the proposer.

## **1.9 Changes, Addenda, Withdrawals**

The University reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The University also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

## **1.10 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to LSU Procurement.

## **1.11 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the University pursuant to the RFP.

## **1.12 Waiver of Administrative Informalities**

The University reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

## **1.13 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the University to award a contract. The University reserves the right to accept or reject any or all

responses to a solicitation, in whole or in part, and to award by items, parts of items, or by any group of items specified.

In accordance with the provisions of LAC 34:XIII.1305, the University reserves the right to reject any or all responses to a solicitation from respondents that are an entity, or are principal individuals within an entity, which has been convicted of a felony or any misdemeanor involving moral turpitude.

#### **1.14 Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the University. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the University and not returned to proposers. Any copyrighted materials in the response are not transferred to the University.

#### **1.15 Cost of Offer Preparation**

The University is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the University.

#### **1.16 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### **1.17 Taxes**

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the proposer's cost.

#### **1.18 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the proposer provides for a different time period within its proposal response. However, the University reserves the right to reject a proposal if the proposer's acceptance period is unacceptable and the proposer is unwilling to extend the validity of its proposal.

### **1.19 Prime Contractor Responsibilities**

The selected proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The University shall consider the selected proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.20 Use of Subcontractors**

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the University urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the University Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

### **1.21 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the University reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the University's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

## **1.22 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful proposer to accept these obligations shall result in the rejection of the proposal.

## **1.23 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the University Evaluation Committee for the purpose of selecting the proposer with whom the University shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the proposers to make this determination.

Written recommendation for award shall be made to the Director of Procurement for the proposer whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the University.

The following criteria will be used in evaluating each proposal:

- **Company Background and Experience** – The proposal will be evaluated on the basis of the proposer's background, including the number of years in business, the number of employees available to work on this project, and financial stability.
- **Similar Project Experience** – The proposal will be evaluated on the basis of project experience that is of a similar technical nature and complexity, for clients that are similar in size, location and type as the University. References for at least three projects shall be included and will be considered as part of the evaluation.
- **Technical Expertise** – The proposal will be evaluated on the proposer's demonstrated technical suitability for performing the project services.
- **Process of Evaluation** - It is the intent of the University to award this contract to a single proposer who is deemed to be the most qualified, cost-effective, responsible supplier submitting the best overall proposal based on an

evaluation of all qualified proposals. Enhancements to the minimum requirements will be considered.

- In the initial phase of the evaluation process, an evaluation committee will review all proposals timely received.
- First, non-responsive proposals (those not conforming to RFP requirements) will be eliminated.
- Second, the remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the committee fail to offer sufficient and substantive provisions to warrant further consideration.
  - The Evaluation committee will score each proposal with a point system – outlined in the specs of the Evaluation portion of this document
- The proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.
- Deviations or exceptions to the terms and specifications contained within this request, while possibly necessary in the view of a particular proposer, may result in disqualification.
- At the conclusion of this initial evaluation phase, finalist proposers will be selected for detailed review and evaluation, including oral presentation (as determined by the selection committee).
- LSU Athletics reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers.

#### **1.24 Contract Negotiations**

If for any reason the proposer whose proposal is most responsive to the University's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the University may negotiate with the next most responsive proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. LSU must approve the final contract and issue a Purchase Order, if applicable, to complete the process.

#### **1.25 Best and Final Offer**

LSU reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the University in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.

## **1.26 Contract Award and Execution**

The University reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the University.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address specific language in the sample contract in Attachment C and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected proposer fails to sign the contract within **seven calendar** days of delivery of it, the University may elect to cancel the award and award the contract to the next-highest-ranked proposer.

Award shall be made to the proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

The University intends to award to a single proposer.

## **1.27 Veteran and Hudson Initiatives**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible proposers are encouraged to become certified. Qualification requirements and online certification are available at <http://www.opportunitylouisiana.com/small-business/special-programs-for-small-business/veteran-initiative>.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s) using the form provided in Attachment D, a description of the Work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-

Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (Louisiana R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (Louisiana R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.la.gov/pages/osp/se/se.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract Network (LaPAC) <https://wwwcfprd.doa.louisiana.gov/osp/lapac/Vendor/VndPubMain.cfm?tab=2>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified Proposers, by commodities, etc.) and select SmallE, VSE, or DVSE. The list (LED list) will be printed on the day the RFP opens. Only the businesses on that list will be used for evaluating and scoring Section 5.2.B Phase 2. Veterans and Hudson Initiative.

## **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and University's recommendation for award, LSU Procurement will issue a "Notice of Intent to Award" letter to the apparent successful proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the University, the University may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous proposer.

LSU Procurement will also notify all unsuccessful proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.



Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with LAC 34:XIII. §1503, to the Chief Procurement Officer, within seven (7) days after the issuance of the notification of award.

### **1.29 Debriefings**

Debriefings may be scheduled by the participating proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the RFP Coordinator. Contact may be made by phone at (225) 578-9398 or E-mail to [atorre6@lsu.edu](mailto:atorre6@lsu.edu).

### **1.30 Insurance Requirements; Self Insurance**

Contractor shall procure and maintain for the duration of the agreement or any extension or renewal thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, agents, representatives, or employees.

#### **Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, statutory limits. Employers Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

#### **Commercial General Liability (CGL)**

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence and \$5,000,000 aggregate limit. Such insurance coverage must not exclude coverage for sexual misconduct and shall include coverage for third party sexual misconduct claims. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

#### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$2,000,000. ISO form number CA 00 01, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non owned automobiles.

#### **Excess Insurance**

Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance.

If the Contractor maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

Other Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insureds for both ongoing and completed operations on the Commercial General Liability policy. General liability coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insured under the Auto Liability coverage as well.

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Contractor's insurance and shall not contribute with it.

**Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The University reserves the right to request copies of subcontractor's Certificates at any time.

**Notice of Cancellation**

insurance policy required above shall state that coverage shall not be canceled, except with notice to the University in accordance with policy provisions.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Except for a Contractor whose capital stock is

publicly traded on an exchange regulated by the United States Securities and Exchange Commission, University shall have the right to examine the books and records of Contractor (including any excess, stop loss or reinsurance policies or agreements) to determine whether University is agreeable to the proposed self-insurance arrangement. Execution of the Agreement or any Amendment(s) thereto by University does not constitute written approval of any proposed self-insurance arrangement. If at any time during the term of the Agreement, it should appear to University that Contractor's financial position has deteriorated to the extent that Contractor's financial ability to pay or fund the deductible or self-insured retention under the previously approved self-insurance arrangement is doubtful, University shall have the right to withdraw its prior approval of the self-insurance arrangement, and require Contractor to furnish "first dollar" liability insurance coverage. All carriers Contractor proposes to use to provide coverage in excess of the liability deductible or self-insured retention shall meet the requirements of this Section. This Section shall not apply to a self-insurance arrangement in which all the applicable self-insured retention is fully insured as to third parties on a "first dollar" basis (via the use of "fronting" policies, or otherwise), provided the carrier providing such fronting coverage or other first dollar liability coverage meets the requirements of this Section.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the University.

#### **Verification of Coverage**

Contractor shall furnish the University with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning or acceptance by the University of a non-compliant certificate shall not waive the Contractor's obligation to provide them or to comply with the required contractual insurance provision. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.

#### **Special Risks or Circumstances**

LSU reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **1.31 Term**

The University intends to enter into an agreement for a period not to exceed five (5) years. The contract will commence on August 1, 2016, or date of award, and will be an initial term of three (3) years. At the option of LSU and acceptance by the Contractor, the contract may be renewed for (2) additional twelve (12) month periods, at the same prices, terms and conditions of original contract award.

The contractor will need to have a supervisor/manager on campus and in place by Tuesday September 6, 2016. The contractor will need to have full staff in place for the first home game on Saturday September 10, 2016. It is also preferred that the contractor be present at the pre-season meetings that will begin in mid-August.

### **1.32 Payment**

#### **1.32.1 Payment for Services**

The University shall pay Contractor in accordance with the Financial Proposal set forth in Attachment "E". The Contractor may invoice the University monthly at the billing address designated by the University. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the University. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

#### **1.32.2 Late Payments**

Interest due by the University for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

### **1.33 Termination**

#### **1.33.1 Termination of the Contract for Cause**

The University may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of the contract, provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

#### **1.33.2 Termination of the Contract for Convenience**

The University may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **1.33.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **1.34 Assignment**

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

#### **1.35 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount, at the unit price stated in the proposal.

The University does not obligate itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

### **1.36 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Louisiana State University, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.37 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **1.38 Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

### **1.39 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the University and shall, upon request, be returned by Contractor to the University, at Contractor's expense, at termination or expiration of the contract.

#### **1.40 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.41 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of LSU Procurement. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.42 Substitution of Personnel**

The University intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### **1.43 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, the University Pilot Procurement Code, LAC 34:XIII, purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.44 Proposer's Certification of OMB A-133 Compliance**

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General

Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

#### **1.45 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **1.46 Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### **1.47 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **1.48 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### **1.49 Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### **1.50 Cooperative Purchasing**

Louisiana State University is a member of the Louisiana State University System. With the concurrence of the successful Proposer under this solicitation, a member of Louisiana State University System may access a contract resulting from a



solicitation issued by the Louisiana State University. If you do not want to grant such access to a member of Louisiana State University System, please state so in your proposal. In the absence of a statement to the contrary, Louisiana State University will assume that you do wish to grant access to any contract that may result from this solicitation.

#### **1.51 Fund Use**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

#### **1.52 Use of University's Funds**

Any property of LSU furnished to the Contractor awarded a contract as a result of this RFP shall, unless otherwise provided herein, or approved by LSU, be used only for the performance of the Scope of Work/Services or any contract entered into as a result of this Agreement.

The Contractor shall be responsible for any loss or damage to property of LSU which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to LSU in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor.

Upon the happening of loss, or destruction of, or damage to property of LSU, the Contractor shall notify LSU thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to LSU all property of LSU prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

#### **1.53 Warranties**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

#### **1.54 Licenses and Permits**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

#### **1.55 Severability**

If any term or condition of this RFP, or any contract entered into as a result of this Agreement, or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

#### **1.56 Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. Seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this agreement. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

#### **1.57 Security**

Contractor's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the University any known breach of security.

#### **1.58 Commencement of Work**

No work shall be performed by Contractor and LSU shall not be bound until such time as a Contract is fully executed between LSU and the Contractor and all required approvals are obtained.

#### **1.59 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of

the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title

#### **1.60 Right to Protest**

Any person aggrieved in connection with (i) the RFP or the specifications contained therein; or (ii) the contract award, has the right to protest in accordance with the Louisiana Administrative Code, Title 34, Chapter 15, Section 1503.B. Such protest shall be made in writing to the LSU RFP Coordinator (i) at least three (3) days prior to the response submission deadline, excluding Saturdays, Sundays, and postal holidays, or (ii) no later than seven (7) days after the issuance of the notification of award. The protest shall state fully the reason(s) for the protest.

#### **1.61 Protest Bond and Security**

Bonds may be required when the CPO determines that the harm from delay of implementation of a contract could adversely affect the operations of the university. The protest bond shall be in the amount of five percent (5%) of the total amount of the proposer's bid and shall be in the form of a certified check or a cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation.

## PART 2 SCOPE OF WORK

### 2 SCOPE OF WORK/SERVICES

#### 2.1 Service Requirements – Security and Guest Services

By responding to this Request for Proposal (RFP), proposer is confirming their understanding of all specifications and agrees to implement the service as outlined within the document. A description of all service requirements, specifications, and quantities may be found in this request for proposal and all included attachments. LSU Athletics reserves the right to alter and adjust any of the service requirements.

All security services positions (security guards and bag checkers) will be defined by the following but not limited to: unarmed uniformed personnel assigned to areas that must maintain restricted access and may be asked to perform any of the following security duties (but not limited to) listed below:

Security Services Supervisors will be defined by the following: unarmed uniformed personnel assigned to areas that must maintain restricted access and may be asked to perform any of the following security duties (but not limited to):

Security Duties:

- Oversee and monitor behavior and overall job performance of security guards and bag checkers (supervisors only)
- Maintain event organization with security guards and bag checkers (supervisors only)
- Provide instruction to security guards and bag checkers (supervisors only)
- Checking credentials and monitoring access and egress of pedestrian traffic
- Monitoring fan behavior
- Providing escorts for VIPs and other officials as requested by LSU Athletics
- Roaming patrols of interior and exterior areas
- Visitor and building employee identification – restricted areas monitoring
- Responding as necessary to support life safety duties on assignment protocol
- Ability to perform hand-held metal detection screening if LSU Athletics decides to implement this process for a specific event
- Ability to perform walk-through metal detection screening if the LSU Athletics decides to implement this process for a specific event
- Ability to perform pat downs and check for venue specific contraband items – based of the event and venue policy of LSU Athletics
- Able to perform bag checking and screening for any personal carryon items – monitoring for prohibited items and contraband, based on the LSU Athletics Policies and Procedures for the specific event and venue.

- Make a reasonable attempt to protect and maintain interest of LSU Athletics as provided from instructional meetings, trainings, planning sessions, briefing, and worksheets with service orders.

Guest service positions (elevator operators, ushers, and ticket takers) will be defined by the following but not limited to: uniformed personnel assigned to areas with required fan interaction and will be asked to perform the following duties (but not limited to):

Guest service supervisor positions will be defined by the following but not limited to: uniformed personnel assigned to areas with required fan interaction and will be asked to perform the following duties (but not limited to):

- Oversee and monitor behavior and overall job performance of ushers, ticket takers, and elevator operators (supervisors only)
- Maintain event organization with ushers, ticket takers, and elevator operators (supervisors only)
- Provide instruction to ushers, ticket takers, and elevator operators (supervisors only)
- Provide a friendly welcome or greeting and thank you
- Able to utilize customer service skills to assist guests in the venue at all times during events
- Provide directional assistance and venue education for ticketed guests and anyone in the venue
- Ability to scan tickets and/or stub tickets and monitor access to the venue for guests/patrons
- Perform conflict resolution for guests with complaints or those that need additional assistance
- Able to show guests to their seats and maintain proper seating assignments for specific events and the various venues – provide ushering services in seating areas
- Ability to operate elevators, escalators, and support the operation of crowd control and crowd movement (elevator operators)
- Provide assistance to handicap patrons within a reasonable effort and ability
- Able to check staff in and provide support for credential access monitoring and
- Make a reasonable attempt to protect and maintain interest of LSU Athletics as provided from instructional meetings, trainings, planning sessions, briefing, and worksheets with service orders.

Security and Guest services assignments will be furnished on the dates and times as specified by the LSU Athletics Department. LSU Athletics will provide the Contractor with a staffing manifest and job duties for each position requested.

LSU Athletics will provide the Contractor with a season schedule of events in advance and coordinate to setup a planning meeting within a mutually agreeable timeline prior to the start of the season.

## 2.2 Location for Services and Events for Service

Contractor will provide security and guest services for events hosted at LSU Athletics facilities and vendor may be requested to provide services for other on-campus facilities.

Contractor will provide services for the following sports/events (number in parenthesis is an estimate of the high end of an average attendance number for a single home contests during the average varsity season). The contractor may be asked to “scale up” or “scale down” depending on the anticipated attendance and the success of the team/sport. LSU Athletics will communicate directly with the contractor to make the determination of the staffing numbers for each sport – these coordination meetings will occur during the preseason and may occur during the season. LSU Athletics will have post season meetings to review overall numbers and attendance and staffing assignments with the contractor and discuss adjustments for the following season

The average number of competitions may change and contractor will need to plan accordingly once the schedule is finalized

• LSU Football (9)	Average Attendance:	100,000
• LSU Men’s Basketball (18)	Average Attendance:	10,000
• LSU Women’s Basketball (18)	Average Attendance:	3,000
• LSU Baseball (45)	Average Attendance:	10,000
• LSU Gymnastics (6)	Average Attendance:	6,000
• LSU Softball (40)	Average Attendance:	2,000
• LSU Volleyball & Beach VB (15)	Average Attendance:	1,200
• LSU Soccer (12)	Average Attendance:	800
• LSU Track and Field – Indoor (6)	Average Attendance:	800
• LSU Track and Field – Outdoor (6)	Average Attendance:	500
• LSU Men’s Tennis (15)	Average Attendance:	500
• LSU Women’s Tennis (15)	Average Attendance:	300
• LSU Men’s and Women’s Golf (3)	Average Attendance:	250
• Concert (5)	Average Attendance:	35,000
• Miscellaneous (10)	Average Attendance:	TBD

Contractor will provide services for all athletic competitions, practices, events, and special events hosted in the following facilities, as requested by LSU Athletics. **LSU Athletics reserves the right to add additional venues through mutual agreement with the**

**client. LSU Athletics may request services for events held off campus at specified facilities.**

Below is a listing of approximate staffing numbers for events hosted in LSU Facilities. The number below is an approximation, meaning that each event is different and LSU Athletics will coordinate with the contractor for each specific event and sport. The contractor will need to be prepared to staff up to these numbers and possibly exceed these numbers. LSU Athletics does not guarantee these numbers to be exact and will provide more specific inventory assignment sheets with the details regarding each position at the beginning of the season. The contractor will need to understand every sport is different and a venue that hosts different sports may have different security and guest service needs (i.e. volleyball, men's basketball and gymnastics are all hosted in the PMAC but each call will be different):

<b><u>Location</u></b>	<b><u>Security</u></b>	<b><u>Event Staff</u></b>
• Tiger Stadium – Football	(250)	(450)
• Tiger Stadium – Concert	(250)	(300)
• Pete Maravich Assembly Center (PMAC)	(15)	(60)
• Alex Box Stadium	(10)	(60)
• Tiger Park	(5)	(20)
• Maddox Fieldhouse	(10)	(30)
• Bernie Moore Stadium	(10)	(35)
• LSU Tennis Complex	(5)	(5)
• LSU Soccer Complex	(5)	(10)
• LSU Natatorium	(0)	(0)
• The LSU Football Operations Facility	(0)	(0)
• University Club Golf Course	(10)	(20)
• Miscellaneous	(TBD)	(TBD)

## **2.3 Event Services Requirements**

The Contractor shall provide requested security and guest services for special events for LSU and approved affiliated organizations

Contractor will provide a detailed invoice identifying responsible party, organization and department name, dates and hours of service, and total billed amount.

Invoice will be delivered to LSU Athletics in electronic format and paper hard copies.

## **2.4 Special Event Service Pricing**

LSU Athletics may host special events throughout the year but there is no set schedule as the events are contracted and may or may not be repeated each year. LSU Athletics

will make every attempt to provide latest information in a timely manner so contractor can properly prepare.

Contractor may indicate a lower rate in the cost proposal for a specific special event hosted on campus.

Contractor will have first right of refusal for any special events hosted in LSU Athletics Facilities. LSU Athletics will not seek additional contractors nor engage with other agencies in a working relationship that is competitive to the contractor unless the contractor is unable to meet the needs of LSU Athletics for a special event.

LSU Athletics will identify any preplanned special events at the beginning of the fiscal year. Special Events that are normally re-occurring are high school track and field.

## **2.5 Contractor Responsibilities**

Contractor shall be responsible for the day-to-day administration, operation, and management of all elements of recruiting, staffing, and management of security and guest services personnel.

Contractor shall be solely responsible for the satisfactory work performance of all employees. All personnel associated with the administration, operation, and maintenance of the system shall be employed by the contractor, or be employed by an official Subcontractor of the contractor. The contractor will be fully responsible for all personnel assigned to the implementation and delivery of security and guest services for LSU.

The contractor shall be solely responsible for establishment and payment of employee wages, benefits, work rules and/or subcontractors' wages and benefits. Employees of the Contractor shall not be considered employees of LSU. However, the contractor may solicit LSU employees for part-time temporary positions working events.

Contractor shall comply with the requirements of employee liability, workers' compensation, unemployment insurance, social security, and the Americans with Disabilities Act and any other required local, state and federal laws.

Contractor shall hold LSU harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

Upon awarding of contract, the contractor must apply for and acquire a company license with the Louisiana State Board of Private Security Examiners prior to the first home football game (9/10/16). The company license will be required to ensure all security staff are able to get individual licenses. For additional information regarding the company license, please go to the following link:

[http://www.lsbpse.info/13 Company App/13 company app.html](http://www.lsbpse.info/13_Company_App/13_company_app.html)



## **2.6 Service Adjustments**

It is fully expected that the schedules, staffing numbers, and assignments may change during the course of the security and guest services contract due to facility changes and/or, the addition of new facilities, fan attendance numbers, and the University's preferences. LSU Athletics will provide a schedule and service hours with a good faith estimate that reflects current and expected needs. In no way is this meant to represent a guarantee of service levels.

LSU Athletics reserves the right to make service adjustments to meet the needs of the campus community at any time.

LSU reserves the right to negotiate with the proposer to reduce hourly rates should service hours increase significantly. Any cost adjustments will be agreed upon, in writing, by both parties, prior to implementation.

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## PART 3 PROPOSER QUALIFICATIONS AND EXPERIENCE

### 3.1 Proposer Experience

Proposer must provide the following information with the submitted proposal:

- Brief history of the organization
- Organization mission/vision statement and values
- List of offices and locations that could potentially provide support for services at LSU
- Certifications and any relevant industry standards achieved

It is preferred that the proposers have a minimum of three (3) consecutive years' experience providing security and guest services to a college, university, or professional sports venue. Additional consideration will be awarded to proposer that provides a detailed summary and description of security and guest services experience over the last three (3) years. Proposer may provide additional relevant information illustrating how the submitted references are similar to the proposed security and guest service operations at Louisiana State University should be included as appropriate.

Additional consideration will be provided to the proposer that is able to demonstrate a security and guest service staffing call of six hundred (600) employees at one venue/event. Being able to demonstrate large staffing numbers is essential for verifying ability to provide the necessary service for LSU Football home contests.

### 3.2 Minimum of three (3) qualified references must be submitted with Proposals.

References should clearly illustrate that the proposer has the capabilities and experience to perform the work as outlined in this RFP and associated documents.

All submitted references will be evaluated based on relevancy to service requirements and quality of service delivered.

Additional consideration will be provided to a proposer with client references within the Southeastern Conference or the National Football League. Please identify all venues and events.

### **3.3 Definition of a Security and Guest Services Reference - All requirements outlined below must be met to be considered as a qualified security and guest services reference.**

Security and Guest Services must have been provided to a Division I university or a professional sporting venue.

Proposer must have at least one (1) client with a Stadium seating of at least 65,000 for a detail/assignment included in submitted proposal response. It is preferred that proposer have at least three (3) clients with a venue seating capacity larger than 70,000.

Provide the following information for each reference:

- Contact name, title, email, fax, phone, and address
- Name of company or organization
- Description of services provided and a breakdown of staffing numbers
- Location of where the service was rendered
- Date service began
- Date service ended or future contract end date
- Reason service ended (if applicable)

### **3.4 Terminated Contracts**

Proposer must submit with proposal a list of the following information for all security or guest service contracts during the last twenty-four (24) months that have been terminated prior to contract end date for any reason.

- Customer Name
- Description of Service
- Dates of Service
- Contact Name, Phone, Fax, Email, Mailing Address
- Reason for Service Termination
- Prematurely terminated contracts may be considered when evaluating proposer's service delivery capabilities.

### **3.5 Organizational Capabilities**

It is preferred for the proposer to provide an organizational chart showing management hierarchy from the President or CEO of the company to the General Manager. Include names, titles and departments that report to each person on the chart.

Indicate on chart key personnel or senior managers for each of the following areas; Customer Service, Finance, Human Resources, Training, and Safety.

Proposer must submit with proposal a company history that indicates number of years in business, business organization (Corporation, LLC, LLP, Sole Proprietorship, etc.), date of incorporation or establishment, and state of incorporation.

Proposer must submit all necessary insurance documents outlined in section 1.30 prior to being awarded contract.

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## PART 4 TECHNICAL REQUIREMENTS

### 4.1 Service Start-Up Plan

Proposer must provide with proposal, a service start up plan that identifies dates, timelines, deadlines and milestones they will commit to in order to ensure a successful start by the date specified in this RFP.

The plan must include, at a minimum, the following critical dates. Additional relevant information regarding the start-up plan should be included as appropriate. The quality of the start-up plan will be evaluated on comprehensiveness and applicability to proposed operations.

- Date supervisor/manager will be hired and/or assigned to LSU Athletics
- Hiring and/or assignment of all other management, administrative, and support personnel.
- Dates for hiring all security personnel and guest services staff
- Target dates for training for security and guest service personnel
- Identify timeline for setting up operation in Baton Rouge (See section 4.5)

LA Revised Statute 37:3276 requires every person in the private security business shall apply to the Board of Private Security Examiners for a license prior to operating a business or soliciting business in Louisiana.

### 4.2 Customer Service Plan

The successful contractor shall have, as of the service start date, a written customer service plan that meets all required policy and procedures for all employees assigned to LSU.

Proposers may provide with proposal an example of a currently used customer service plan that meets all or the majority of the requirements stated below.

The quality of the customer service plan will be evaluated on comprehensiveness and applicability to proposed operations.

Customer service plan shall have provisions to deal with the following items:

- Security and Guest conflict resolution process and explanation for differences in training for each division.
- Overview of the company process for handling customer comments and complaints.

- Job Descriptions and assignment sheets for security and guest service personnel with an explanation for how to handle unruly, upset, or disorderly behaviors by coworkers or patrons attending the game/event
- Process for supervisor to communicate comments or complaints that are addressed to contractor or directly to Louisiana State University personnel.
- Reporting method to track comments, complaints, and questions that include date, time, person responsible for resolving issue, and date issue was resolved.
- Procedures for security and guest service employees to follow when conducting their normal duties.
- Meeting all applicable Americans with Disability Act requirements
- Ongoing customer service quality assurance and employee accountability to meet these requirements
- The successful Contractor shall provide each security or guest service employee with a copy of his/her own handbook that provides details of internal policies, processes and procedures that are required to successfully conduct his/her job.
  - The handbook shall include any specific requirements for working on LSU operation, and shall also provide all local, state, federal, and regulatory requirements that apply to the employee.
  - The contractor should provide LSU a copy of this handbook or any other materials that are given to their staff with proposal response.

#### **4.3 High Demand Operational Plan**

LSU Athletics hosts multiple events throughout the year and these events sometimes overlap. Proposer must provide in the submitted proposal an example of a multiple event date in which employees were assigned to working several positions at different venues.

If contractor has other interests (clients) within 150 mile radius of LSU Athletics – this information must be disclosed in the submitted proposal. Additional consideration will be provided to the proposer that provides information and details regarding how they will manage multiple events in these areas and cover all required positions for LSU Athletic events/contests.

Proposers may provide a description of the company's approach and/or operational plan that addresses the high demand of service.

After the contract is awarded, the winning proposer will provide a plan that shall be specific for LSU and must show that LSU Athletics is the priority event for the staff in the area.

#### **4.4 Emergency and Contingency Response Plan**

After the contract has been awarded, the Contractor will be required to meet with LSU Athletics and LSU Police to review the Emergency and Contingency Response Plan.

The Contractor will be required to provide instruction and information to patrons in venues for each identified situation below (but not limited to):

- Weather evacuation and/or delay
- Venue or area evacuation for fire or threat
- Fighting or disorderly conduct
- Unanticipated schedule change

The proposer should provide a description of operational meetings and planning sessions they have been a part of in the past and should include any information that may be relevant to LSU Athletics.

##### **4.4.1 Emergency Response Plan**

Experience has shown that in time of emergency at events on campus, there can be a need to evacuate a facility or an area of the facility. These can be due to but not limited to bomb threats, severe weather, terrorist threats, chemical spills and other such incidents.

Should an emergency event happen during a LSU Athletic Event or special event hosted on campus, it shall be required that the security and guest service personnel continue to provide service to aid in protective actions under the direction of LSU Police. Security and guest service personnel will be provided with instruction as coordinated through the LSU Police Department and LSU Athletics Event Management. Security and Guest Service Staff will participate in assisting guests in attendance during evacuations, shelter-in-place, temporary relocation and other emergency situations. LSU will dictate the protocols and response plan as necessary. This will be through coordination with supervisory personnel and may require the use of a radio communications system.

Proposer should provide a description and example of a specific incident that the company staff assisted with such efforts for an emergency situation. Please explain the role of the company employees and how the situation was resolved.

#### **4.5 Office and Administration**

LSU Athletics will provide the contractor with adequate facility space and a basic office setup. Company should provide a list of specific needs for startup – included equipment, phone and data required to meet the specifications of service.

## **4.6 Personnel**

### **4.6.1 PERSONNEL WAGES**

LSU expects that the Contractor will pay adequate wages to employ qualified and reliable security and guest service personnel. Proposer should indicate in their proposal the minimum starting hourly wage to be paid to security and guest service personnel and the expected average hourly wage.

### **4.6.2 UNIFORMS**

Uniforms are required to be worn by all security and guest service personnel working at the event. Contractor will be responsible for providing standard uniforms for all employees at no additional cost to the University. Contractor will be responsible for ensuring security and guest service staff are wearing only authorized uniforms and not “fan gear” or items that blend in with the general public.

Employees must wear a personalized nametag at all times and a patch or marking indicating the name of the company. Name must be clear and identifiable.

Employees should have an identifying number that is visible from a distance as to identify staff working in highly congested areas. A numbering system is recommended because having a highly visible distinction will assist management in identifying and communicating with specific security and guest service workers. Contractors are welcome to propose an alternate method to the numbering system and it may be accepted through mutual agreement.

LSU Athletics requests to incorporate the LSU Event Management logo into all elements of the uniforms and make the uniforms specific for LSU Athletics and Events hosted by LSU Athletics. Placement of the logo and uniform color will be determined through mutual agreement. LSU will provide the logo to the awarded Contractor.

Security and Guest Service personnel shall be required to wear standard uniform shirts at all times. The shirts shall be a distinct color and style or styles, which will be specified, reviewed, and approved by LSU.

- Security should have a different uniform style/color/design than the guest service personnel.
- Security uniforms must have the word “SECURITY” printed somewhere on the uniform so that is visible to the general public from a distance.
- Shirts may be either polo (short sleeve) or button down style. All shirts must be clean and free of stains or markings as personal appearance is highly visible and a primary aspect of guest interactions.
- Contractor shall have additional uniform options for premium areas and special requests – these uniforms must be reviewed and approved by LSU Athletics.



These uniforms should be dressier in style – button down shirts, ties, coat/jacket, or something unique for the event. Proposer may submit a picture of standard uniforms and apparel.

- Security and Guest Service Personnel shall be required to wear standard color (Khaki or black) and style pants, shoes, and jackets (if needed).
- Shoes and belts must be black and of standard uniform style.
- Standard issued hats, visors, or unique headwear is required based on the event and approval of LSU Athletics.
- LSU may provide (or request that the Contractor provide) special event uniforms to be worn during those identified events.
  - These uniforms will be paid for by LSU if the special request is above and beyond normal operations and/or it is a one-time event in which the uniform will not be used for additional events/games/activities. This will be decided by good faith agreement with the contractor.
- Event security and guest service personnel must be trained in proper uniform protocol and etiquette.
- Contractor should have uniforms for all weather conditions and the ability to provide company identifiable jackets and/or pullovers for outdoor events to maintain staff
- Contractor should be prepared to provide rain ponchos or some form of weather proof support for staff working outdoor events as staff may be required to work in the elements.
- Security and guest service personnel will not wear anything controversial (as determined by LSU Athletics) – items such as non-LSU collegiate fan gear or promotional items, any political or religious buttons or items that may be considered advertising or “in your face.” LSU Athletics reserves the right to request the contractor have the employee remove the article in question or have the employee removed from the assignment.

#### 4.6.3 PARKING

LSU Athletics will not be responsible for providing secured close parking to the venues for security and guest service staff during events. There is sufficient free parking on campus during all events for all personnel.

LSU Athletics will work closely with the winning Contractor and discuss opportunities with the company to locate offsite parking at a remote location and provide mass transit for security and event staff – for LSU Football. LSU Football is the largest single event on campus and the LSU Athletics department will work with the contractor to discuss options for parking and provide assistance to help the contractor build a well-structured parking plan to reduce or eliminate staff from parking on campus.

LSU cannot guarantee any available parking for contractor, however LSU Athletics will make a good faith attempt to provide sufficient parking permits for key personnel as agreed through preseason coordination meeting.

#### 4.6.4 RADIOS and COMMUNICATION DEVICES

LSU Athletics will not provide radios and staff communication devices. The contractor will be responsible for providing radios and/or handheld two-way communicating devices to security and guest service personnel at no expense to LSU.

In addition, the contractor will be responsible for having communications plan for each venue and event. The contractor must provide radios (and/or a communications device) to security and guest service personnel in key areas. LSU Athletics and the contractor will meet during the preseason and mutually agree on the key areas that need radios. Contractor should provide LSU a copy of their communications plan.

Additional consideration will be provided to the proposers with advanced technical communication abilities as identified by industry trends. Proposer should submit with proposal an explanation and details regarding such a system – outlining the advantages to having the advanced equipment.

The contractor shall agree to adhere to frequency coordination during events and the requirements set forth by the LSU Athletics Technical Services department.

### **4.7 Security and Event Staff Requirements and Qualifications**

The success of LSU Event management is based on the quality of service delivered by the security and guest service personnel. Security and guest service staff represent LSU and are expected to conduct themselves in a professional manner at all times while maintaining a high level of customer service. Guest safety and customer satisfaction are the primary concern of LSU Athletics. All personnel must show their commitment to the vision of LSU in creating a great customer experience while maintaining a safe environment.

Security and Guest Service Staff are required to be knowledgeable of their area and assigned duties. They should be courteous at all times and address guests in a professional manner. All security and guest service staff should make an attempt to provide assistance to someone that is seeking help, asking a question, or needs assistance.

- The contractor shall immediately dismiss from duty any personnel that appears under the influence of alcohol or illegal/controlled substance
- Security and Guest Service Personnel shall maintain a clean and neat appearance and be in an appropriate uniform as outlined in section 4.6.2 Uniforms.

- Security and Guest Service personnel will be asked to smile while at work
- Hair must be kept neat and clean – combed and not considered messy or unkempt or fall in front of face.
- Fingernails should be clipped neatly and not be a distraction or prevent from doing the job required (i.e. scanning or tearing tickets)
- No excessive jewelry that might be considered distracting is allowed
- Because security and guest service personnel are required to interact with customers/guests at events, each employee should maintain a pleasant body odor. Smokers should use breathe mints as the smell of smoke can be offensive to some and considered nauseating.
  - LSU and all athletic venues are campus are Tobacco Free – no employee shall use tobacco products while on duty or while on campus
- Security and Guest Service Personnel should not have any visible face or neck tattoos or any extreme piercing or body art that may be deemed objectionable by the average person. LSU Athletics reserves the right to determine what constitutes “objectionable.”
- Employee will ensure his/her name badge is displayed and visible at all times.

The security and event staff personnel shall meet the following minimum standards:

- Not be addicted to alcohol or controlled substances.
- Have no outstanding warrants for arrest.
- Must pass a criminal background check – sec 4.7.1
- Shall not possess any weapon as defined in the LSU Student Code of Conduct
- Shall be aware of firearm free zones and drug free zones
- Be able to clearly and effectively read, write, speak and communicate in English.
- Have a thorough knowledge of the customer service areas and assigned working positions.
- Must be able to handle complaints and problems in a calm manner
- Must be able to communicate to supervisors and co-workers
- Be physically able to assist guests in case of emergencies.
- Be physically able to stand or remain at an assigned position for long periods at a time (4-5 hours is considered an average event and football is normally 7-9 hours on average).
- Be in good mental and physical health – LSU Athletics reserves the right to request a medical release from a certified doctor for an employee with an identified health concern.
- Be physically able to withstand loud environment
- Be helpful and courteous at all times

- All security and guest services personnel must have a high school diploma, or equivalent.
- All personnel must be at least 18 years of age
- All security personnel must be licensed by the Louisiana State Board of Private Security Examiners prior to working in a security position.
  - Contractor shall comply with all applicable laws, specifically the laws/rules of licensing and registration of employees as outlined in Louisiana Revised Statute (R.S.) 37:3283 and any other administrative policies of the Louisiana State Board of Private Security Examiners.
    - [http://www.lsbpse.info/9\\_Forms/9\\_forms.html](http://www.lsbpse.info/9_Forms/9_forms.html)
  - Newly hired security personnel must go through the licensing process prior to working events on camps
  - After the contract has been awarded, LSU Athletics will submit a listing of the security positions for each sport - in which individuals must be licensed.
  - Licensed security personnel must carry all appropriate documentation and may be asked to show proof of current license.
- Contractor shall submit a copy of the list of personnel licensed prior the beginning of the season and throughout the season at the request of LSU Athletics.

Contractor agrees to staff the operation so that service is uninterrupted. It shall be the responsibility of the Contractor to provide any type of relief personnel. Contractor shall provide supervision for the group of personnel working – whether that be security or guest services.

#### **4.7.1 Background Checks**

The Contractor must conduct pre-employment criminal background checks for all security and guest service personnel prior to any employee working any events hosted by LSU Athletics and on Campus. The contractor must submit in the proposal the background check process for employee screening and criminal background check of employees. Contactor must disclose any information about the company running the background checks and any information necessary to identify the process.

All security or guest service employee, supervisor, or manager working at LSU in any capacity should meet the following criteria:

- No felony convictions in the 5 years prior to the date of the event.
- No prior convictions EVER for the following offenses:
  - Murder
  - Robbery
  - Sex offenses of any type
  - Aggravated Assault
  - Arson
  - Kidnapping

- Battery of a Police Officer
- Convictions involving firearms or explosives
- Convictions involving the criminal attempt or conspiracy of any of the above offenses
- No prior convictions in the last 2 years from the date of the event for offenses involving other dangerous weapons (i.e. knives, dangerous instruments, etc.)
- No outstanding warrants for arrest

Due to the diverse work force, faculty and students at the University, there are many vulnerable populations in the campus community. In an effort to ensure their safety, the Contractor must provide a letter certifying that criminal history checks have been conducted on all security and guest service personnel providing service to the University. Said letter shall be provided within fifteen (15) days of contract award. As team members are added throughout contract period, an updated letter must be provided. An updated letter will be required every year for all employees, and any additional employees that may be used. The criminal history check information must be maintained on file by the contractor, and LSU reserves the right to request copies of the criminal history checks at any time. The contractor shall be required to adhere to all University policies.

Background check shall meet standard requirements for all public employees at LSU

- Additional consideration will be provided for company partnerships with any organizations and higher frequency of background checking process should be noted and identified. Any historical information related to this process should be detailed and described. As should any long term relationships with such organizations.

#### 4.7.2 DRUG TESTING

All security and guest service employees must agree to federal, state, and local mandated drug testing and agree to random drug testing as a condition of their employment under this contract.

Proposers should provide a copy of their policies and procedures with respect to drug and alcohol testing (initial testing and frequency of ongoing and random testing) that meets all legal requirements and industry accepted standards.

### **4.8 General Personnel Requirements**

Proposer acknowledges that it has sufficient personnel to fulfill all staffing needs.

Proposer will meet or exceed all federal, state, local, and regulatory requirements for the hiring and employment of all security and event staff personnel.

There is a tobacco free policy on campus and at all LSU Athletic events and this applies for all contractor employees, including security personnel and guest service personnel on site, and all administrative/management team in all areas of the facilities on campus.

Contractor's employees are required to follow all written rules and regulations regarding behavior, execution of job duties, or other related areas, as provided by the primary customer contact or their designee.

Primary University contact or their designee may request the removal or reassignment of any contractor employee from the account, for any reason at his/her discretion for good cause.

The following are recommended general guidelines for warnings for the contractor to take action against an employee:

- Eating food, smoking cigarettes or chewing tobacco while on duty or while assisting a customer (smoking is prohibited anywhere on LSU's campus)
- Use of profanity, arguing or insulting a guest
- Tardiness or not showing up without notice
- Grouping, loafing or failure to maintain attention to specific assignment
- Listening to portable electronic devices, talking or use of cell phones and other personal distractions are not permitted while on duty
- Disrespect to supervisors or failing to follow instructions
- Physical contact or engaging in horseplay, fighting/shoving patrons or fellow employees
- Seating a guest or roaming in an unauthorized area or providing tours of restricted areas (unless specifically requested and/or authorized by LSU Administration)
- Malicious or disrespectful comments about LSU and/or its personnel
- Requesting autographs, taking pictures or harassing student athletes, coaches, any personnel, or guests in attendance
- Harassing or contacting employees or any student athletes (includes all forms of social media)
- Tailgating while in uniform or while on duty
- Requesting or taking promotional items that are not offered to the event staff

The following behaviors are grounds for immediate dismissal:

- Theft, gambling, unauthorized ticket sales or assisting an unauthorized ticket seller
- Using employee status to assist non-ticketed individuals to gain access
- Unauthorized possession of firearms or weapons on campus
- Possession or use of illegal drugs or alcohol while on duty

#### **4.9 Minimum Qualifications-General Manager**

It is preferred that the general manager of the account will have 4 year college degree and 5 years security and guest services management experience or 10 years event management relative experience

Manager shall have strong decision making abilities and capability to understand the environment and make changes as needed in the field.

Proficient in using internet applications, email, MS Word, MS Excel, general competence with technology and understanding of the latest industry trends

Manager must have a minimum of three (3) years supervisory experience in security, customer service, general operations, or logistics.

- Provide all relevant information regarding the background of the proposed site general manager

Proposer should submit a copy of the proposed manager's resume with their Proposal. If a specific individual has not been identified, Proposer will provide a detailed job description with their Proposal.

#### **4.10 On Site Organizational Structure**

An adequate number of supervisors, assistant managers, specialists, trainers, and security staff and guest service personnel must be assigned to this account to meet the requirements of this RFP.

Current operations include a General Manager, Dispatcher, Area Supervisors, Assistant Area Supervisor, Event Supervisors, Event Assistant Supervisors.

After contract has been awarded, LSU will provide the proposer with an operational chart/inventory for assigned positions. Proposer will work with LSU Athletics to build an organizational structure to meet the operational and management needs for this operation. Proposers shall indicate any deviations from this structure and provide an explanation which justifies why an alternate structure will be more beneficial to security or the guest service operations at LSU.

Proposer should specify the title, duties, and number of people assigned to management hierarchy for all personnel assigned to this account with their response in an organizational chart.

#### **4.11 Security Training**

Security personnel training program must meet or exceed all state, federal, and local requirements. Training program shall meet the highest industry standards necessary to ensure safe operations and service delivery excellence.

##### Minimum requirements

- Security agents shall be trained onsite at LSU prior to working an event.
- Completion of industry recognized classroom security training and safety programs.
- Appropriate number of hours of training should be documented and verified.
- Annual training shall be provided and include techniques for dealing with the public in a helpful and courteous manner.
- Proposers must provide with submission of proposal an outline of their standard training program that meets the minimum requirements. Outline shall indicate number of hours of each type of training that will be required for all new and veteran security employees.
- Specific training through a nationally recognized industry organization will be taken into advanced consideration – please provide details and samples of course material.

#### **4.12 Guest Service Training**

Guest Services personnel training program must meet the highest industry standards necessary to ensure safe operations and the highest level of customer service as to deliver an excellent experience.

##### Minimum requirements

- Guest Service Staff shall be trained onsite at LSU prior to working an event.
- Completion of industry recognized classroom customer service training and emergency safety programs.
- Appropriate number of hours of training should be documented and verified.
- Annual training shall be provided and include techniques for dealing with the public in a helpful and courteous manner.
- Proposers must provide with submission of proposal an outline of their standard training program that meets the minimum requirements. Outline shall indicate number of hours of each type of training that will be required for all new and veteran guest services employees.
- Specific training through a nationally recognized industry organization will be taken into advanced consideration – please provide details.



#### **4.13 Training Manual**

Contractor shall provide each security and guest service employee with a training manual that includes all employee information, company forms, LSU policies and procedures, behavior requirements, safety requirements, maintenance requirements, reporting procedures, accident procedures, and guest interaction requirements and protocols. Contractor should also provide LSU a copy of a training manual used at a previous University or employer in submitted response.

Successful Proposer shall provide Louisiana State University with a copy of the LSU specific employee training manual within 60 (sixty) days of contract signature.

#### **4.14 Liquidated Damages**

- Proposers shall indicate their understanding and acceptance of all liquidated damages that may be assessed in the specified circumstances.
- The parties acknowledge that failure by the Contractor to perform certain obligations under this contract would cause damages to LSU in its daily operations, which would be difficult to quantify. Therefore, it is agreed that liquidated damages may be assessed by Louisiana State University as described within this section.
- Liquidated damages shall be deducted from the payment due to the Contractor the month following the date of the liquidated damages assessed.
- The provisions of this section shall not preclude recovery by LSU of damages or LSUs obtaining equitable relief, for other breaches of the Contractor.
- On-time Performance
  - The Contractor shall maintain on-time performance within zero (0) minutes early and five (5) minutes late of scheduled times.
- Reasonable accommodations will be made for non-recurring events such as accidents, emergency construction, and University or City events.
- LSU Athletics will monitor performance via sign-in sheets and any attendance tracking reports the contractor provides.
- Liquidated damages for any person missing (arriving more than 1 hour past the report time) beyond 5% of requested staffing crew call will result in a \$50 charge per person.
  - Ex. If 100 employees are requested and 96 show up, there will be no liquidated damages.
  - Ex.,. If 100 employees are requested and 92 show up, there will be \$150 in liquidated damages. (The 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> employees missing are \$50/each)

#### **4.15 Repeated and Validated Customer Complaints**

LSU will determine if complaints represent a breach of service quality or safety requirements. These are the complaints that are of most concern to the University and will be addressed by this section.

After 3<sup>rd</sup> documented incident, liquidated damages for each documented incident will be \$250 per incident – assessed by LSU Athletics and documented with a report.

#### **4.16 Remediation of Liquidated Damages**

It is the intent of LSU Athletics to ensure all scheduled service is delivered by the contractor at all times, and meets the stated service requirements. To help foster a spirit of partnership, LSU may consider, on a case by case basis, excusing some or all incurred liquidated damages with an otherwise responsible partner.

Contractor must report the personnel issue to the primary customer contact (or their designee) within one (1) working day of identifying the issue.

The personnel issue may not have been caused by blatant disregard for contract terms or irresponsible management procedures.

Contractor must provide a timely and workable solution that is acceptable to LSU within three (3) working days of reporting the problem.

#### **4.17 Self-Evaluation Performance Requirements**

Twice annually the University & Contractor will conduct a self-evaluation of security and guest service personnel. The evaluation will include but not be limited to the following:

- On-time performance
- Attendance for events – per requested staffing numbers and actual reported attendance
- Documented customer feedback
- Documented appearance and attitude
- Third party evaluation may be used to help provide measurable information.

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## **PART 5: EVALUATION**

The university will assign an evaluation committee to review each proposal. The committee will be comprised of members of the Athletics Department, LSU Law Enforcement, and the Tiger Athletic Foundation.

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

### ***Phase #1***

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Financial Proposal (Section 5.1 and Attachment E)	30
Technical Proposal (Section 5.2)	60
Veteran and Hudson Initiative (Section 5.3)	10
Total Possible Points	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the University, not on the basis of what may be inferred.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. LSU reserves the right to bring in multiple proposers for oral presentations.

#### **5.1 Financial Proposal**

The following financial criteria will be evaluated:

Prices proposed by the proposers should be submitted on the price sheets furnished in Attachment **E**. Prices proposed shall be firm. **\*\*Prices must be submitted for all 5 years, however, award will be based on prices submitted for years 1-3. Prices for years 4 and 5 are for pricing purposes.\*\***

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. (Alternate, if applicable: ...will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

A proposer's base cost score will be based on the cost information provided in Attachment **E** and computed as follows:

$$\text{BCS} = (\text{LPC/PC} \times \text{FPP})$$

Where:                    BCS = Computed cost score (points) for proposer being evaluated  
                               LPC = Lowest proposed cost of all proposers  
                               PC = Total cost of proposer being evaluated  
                               FPP = Financial Proposal Points

## 5.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

<b>Requirements and Evaluation Criteria</b>	<b>Assigned Points</b>
Proposer Experience (Sec 3.1)	8
References (Sec 3.2 & 3.3)	6
Organization Capabilities (Sec 3.5)	8
Startup Plan (Sec 4.1)	8
Customer Service Plan (Sec 4.2)	8
High Demand Operational Plan (Sec 4.3)	6
Emergency and Contingency Response Plan (Sec 4.4)	4
On Site Organizational Structure (Sec 4.10)	4
Employee Training Approach (Sec 4.11-4.13)	8
<b>Total Points</b>	<b>60</b>

## 5.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors. **See Attachment “D”. This form must be completed and submitted with Proposal in order to be considered for Award.**

Reserved points shall be added to the applicable proposers' evaluation score as follows:

### Proposer Status and Reserved Points

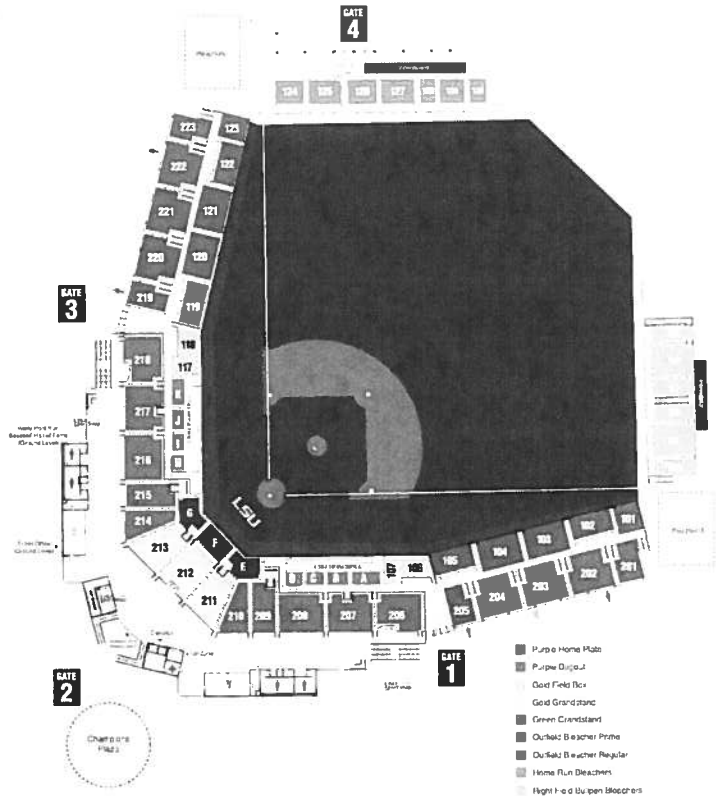
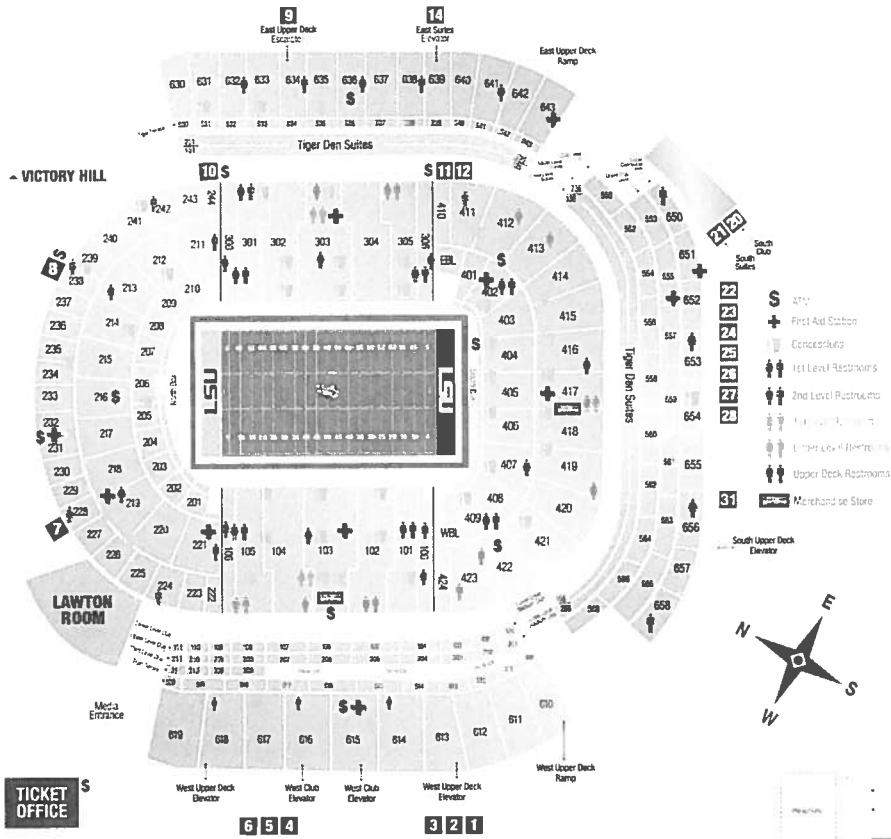
- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurships to be utilized

- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

If the proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

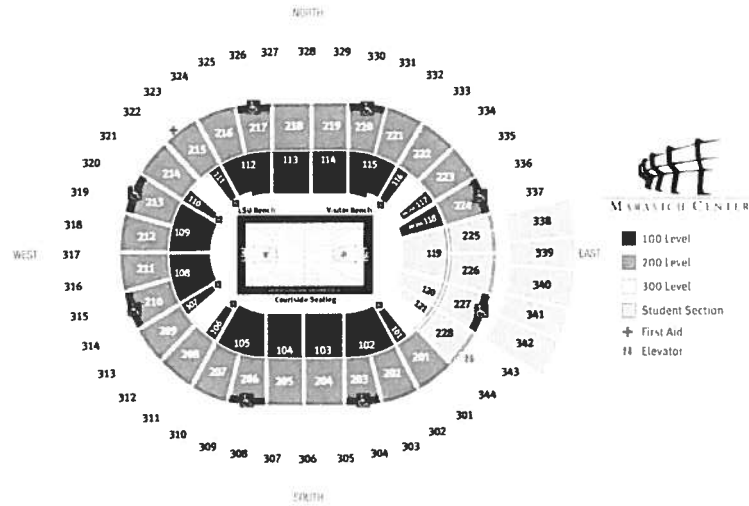
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## ATTACHMENT A – VENUE DIAGRAMS



## ATTACHMENT A – VENUE DIAGRAMS

### LSU MEN'S BASKETBALL SEATING CHART



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## **ATTACHMENT B**

### **CHECK LIST FOR PROPOSAL – REQUIRED ITEMS**

#### **REQUIRED**

- Must provide a minimum of three (3) qualified references
  - 3.2 - Page 41
- Must provide brief history of organization, organization mission/vision statements, list of offices and locations that can potentially provide support to the LSU Operation, and any certifications and relevant industry achievements
  - 3.1 – Page 41
- Must provide the reference information of one (1) client with a venue of at least 65,000 seating capacity
  - 3.3 – Page 42
- Must provide a list of early terminated contracts from the past twenty-four (24) months
  - 3.4 – Page 42
- Must provide a company history
  - 3.5 – Page 42
- Must provide a service start-up plan
  - 4.1 – Page 44
- Must provide a description or example of a multiple event service call.
  - 4.3 – Page 45
- Must disclose any current clients within 150 miles
  - 4.3 – Page 45
- MUST disclose company background check process and screening methods for employees
  - 4.7.1 – Page 51
- MUST submit standard security training programming
  - 4.11 – Page 55
- MUST submit standard guest service training programming
  - 4.12 – Page 55



## **ATTACHMENT B**

### **CHECK LIST FOR PROPOSAL – PREFERRED ITEMS**

#### **PREFERRED**

- Provide any additional references from an affiliated school within the Southeastern Conference or the National Football League
  - 3.2 – Page 41
- Provide description of operations for proposing company with explanation regarding three (3) consecutive years providing security and guest services
  - 3.1 – Page 41
- Provide the reference information of three (3) clients with a venue of at least 70,000 seating capacity
  - 3.3 – Page 42
- Provide a description of demonstrated evidence of a plan for 600+ person call for one venue/event
  - 3.1 – Page 41
- Provide an organizational chart and company breakdown of positions and assignments and any relevant information that may support the LSU operation
  - 3.5 – Page 42
- Provide an example of a customer service plan used by another client/venue
  - 4.2 – Page 44
- Provide a copy/sample of a handbook or materials given to staff working other venues/events
  - 4.2 – Page 44
- Provide a high demand operational plan description of how to approach multiple event dates and guidelines for employees working more than one sport
  - 4.3 – Page 45
- Provide a description of operational/emergency planning meetings and sessions
  - 4.4 – Page 46
- Provide a description of an incident in which the company assisted with an emergency situation
  - 4.4.1 – Page 46
- Provide a list start up needs
  - 4.5 – Page 46
- Provide the minimum starting wage for employees
  - 4.6.1 – Page 47
- Provide a picture of standard uniforms – please list any unique differences
  - 4.6.2 – Page 47
- Provide a radio/communication plan for event days
  - 4.6.4 – Page 49

- Provide any information regarding advanced technical communication devices or abilities.
  - 4.6.4 – Page 49- Radios and Communication Devices
  - 4.7.1 – Page 51- Advanced Background Check information
- Provide any company policies for drug and alcohol testing.
  - 4.7.2 – Page 52
- Provide a copy of the proposed site general manager's resume
  - 4.9 – Page 54
- Provide organizational chart with title, duties, and # of people assigned to management hierarchy for personnel assigned to this account
  - 4.10- Page 54
- Provide all security training guidelines (Specific training through nationally recognized organization)
  - 4.11 – Page 55
- Provide all guest service training guidelines (Specific training through nationally recognized organization)
  - 4.12 – Page 55
- Provide a sample of a training manual from another client/contract
  - 4.13 – Page 56

## ATTACHMENT C

### SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

Solicitation No. \_\_\_\_\_

### CONTRACT

Be it known on this date (day) of (Month, year), the **Board of Supervisors of Louisiana State University and Agricultural & Mechanical College** (hereinafter sometimes referred to as "LSU" or "University") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

### SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

### CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

### PAYMENT TERMS

The Contractor shall invoice the University directly and payment shall be made by the University directly to the Contractor in accordance with the payment terms agreed to in this Contract.

## **LATE PAYMENTS**

Interest due by the University for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

## **DELIVERABLES**

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

## **TAXES**

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

## **TERMINATION OF THIS CONTRACT FOR CAUSE**

The University may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The University may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract, provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

## **TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The University may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **OWNERSHIP**

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract.

## **USE OF THE UNIVERSITY'S FACILITIES**

Any property of the University furnished to the Contractor shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the University which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the University, the Contractor shall notify the University thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

## **WAIVER**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

## **WARRANTIES**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

*This paragraph may only apply when software is involved.*

*No Surreptitious Code Warranty.* Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and University-authorized features designed for purposes of maintenance or technical support.

## **LIQUIDATED DAMAGES**

The University reserves the right to assess liquidated damages for the following:

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

Contractor will indemnify, defend and hold the University harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) University's unauthorized modification or alteration of a Product, Material, or Service; ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) University's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) \_\_\_\_\_ of the RFP).*

## **LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

## **SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

## **SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the University for any breach in the performance

of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **SUBSTITUTION OF PERSONNEL**

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

## **ASSIGNMENT**

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

## **CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the University's operations which are designated confidential by the University and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.



## **INFORMATION SECURITY**

Contractor agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *protected information*, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.

*“Protected information” shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.*

## **CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this contract shall be resolved by the University Pilot Procurement Code, LAC 34:XIII .

## **RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **SECURITY**

Contractor’s personnel will comply with all security regulations in effect at the University’s premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the University any known breach of security.

## **TERM OF CONTRACT**

This Contract will commence on (begin date) upon University approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract.

## **COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the University shall not be bound until such time as this Contract is fully executed between the University and the Contractor and all required approvals are obtained.

## **COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

## **CLEAN AIR ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

## **ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the University energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

## **CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

## **ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

## **GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

## **ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_ day of \_\_\_\_, 20\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL &  
MECHANICAL COLLEGE**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title \_\_\_\_\_

Phone No.: \_\_\_\_\_

## ATTACHMENT D

### Veteran/Hudson Initiative Verification

#### VETERAN/HUDSON INITIATIVE VERIFICATION

The following section must be completed in order for any of the possible evaluation points to be awarded. All supporting documentation (per instructions located in Section 5.3) must be submitted with the proposal clearly labeled within this section. Failure to submit this form for verification of Veterans/Hudson certification will result in no points awarded.

1. Proposer is a certified small entrepreneurship. **YES** **NO**

If yes, provide Certificate Number and any supporting documentation:

Certification Number: \_\_\_\_\_

2. Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. **YES** **NO**

If yes, then list the certified entrepreneurship below and provide clearly labeled supporting documentation:

- a. Company

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: - \_\_\_\_\_

- b. Company

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number:

\_\_\_\_\_

Certification Number:

\_\_\_\_\_

Amount of Subcontract: -

\_\_\_\_\_

c. Company

Name: \_\_\_\_\_

Address:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Certification Number:

\_\_\_\_\_

Amount of Subcontract: -

\_\_\_\_\_

d. Company

Name: \_\_\_\_\_

Address:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Certification Number:

\_\_\_\_\_

Amount of Subcontract: -

\_\_\_\_\_

e. Company

Name: \_\_\_\_\_

Address:

---

Phone Number:

---

Certification Number:

---

Amount of Subcontract: -

---

3. Proposer made “good faith” efforts to subcontract with certified small entrepreneurs.

**YES**

**NO**

If yes, then supporting documentation must be clearly labeled and attached.

- a. Company

Name: 

---

Address:

---

Phone Number:

---

Certification Number:

---

- b. Company

Name: 

---

Address:

---

Phone Number:

---

Certification Number:

---

c. Company

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_



# ATTACHMENT E - FINANCIAL PROPOSAL - LSU Athletics Security and Guest Services

	Estimated Hours	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		Cost / Hour	Est. Total	Cost / Hour	Est. Total	Cost / Hour	Est. Total	Cost / Hour	Est. Total	Cost / Hour	Est. Total
Football Season - Tiger Stadium											
Security Services			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supervisor	2,160		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Guard	10,800		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bag Checker	10,800		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Guest Service Costs			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supervisor	4,680		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Elevator Operator	1,080		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Usher	14,400		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ticket Taker	10,800		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basketball - PMAC											
Security Services			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supervisor	1,050		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Guard	3,150		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bag Checker	4,200		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Guest Service Costs			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supervisor	1,050		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Elevator Operator	420		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Usher	6,300		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ticket Taker	6,300		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GYM - PMAC											
Security Services			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supervisor	150		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Guard	450		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bag Checker	600		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Guest Service Costs			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supervisor	150		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Elevator Operator	60		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Usher	900		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ticket Taker	900		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

# ATTACHMENT E - FINANCIAL PROPOSAL - LSU Athletics Security and Guest Services

	Estimated Hours	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		Cost / Hour	Est. Total	Cost / Hour	Est. Total	Cost / Hour	Est. Total	Cost / Hour	Est. Total	Cost / Hour	Est. Total
Baseball - Alex Box											
Security Services			\$ -		\$ -		\$ -		\$ -		\$ -
Supervisor	640		\$ -		\$ -		\$ -		\$ -		\$ -
Security Guard	2,560		\$ -		\$ -		\$ -		\$ -		\$ -
Bag Checker	2,560		\$ -		\$ -		\$ -		\$ -		\$ -
Guest Service Costs			\$ -		\$ -		\$ -		\$ -		\$ -
Supervisor	1,280		\$ -		\$ -		\$ -		\$ -		\$ -
Elevator Operator	1,280		\$ -		\$ -		\$ -		\$ -		\$ -
Usher	9,600		\$ -		\$ -		\$ -		\$ -		\$ -
Ticket Taker	5,120		\$ -		\$ -		\$ -		\$ -		\$ -
Softball - Tiger Park											
Security Services			\$ -		\$ -		\$ -		\$ -		\$ -
Supervisor	200		\$ -		\$ -		\$ -		\$ -		\$ -
Security Guard	800		\$ -		\$ -		\$ -		\$ -		\$ -
Bag Checker	800		\$ -		\$ -		\$ -		\$ -		\$ -
Guest Service Costs			\$ -		\$ -		\$ -		\$ -		\$ -
Supervisor	200		\$ -		\$ -		\$ -		\$ -		\$ -
Usher	3,000		\$ -		\$ -		\$ -		\$ -		\$ -
Ticket Taker	1,200		\$ -		\$ -		\$ -		\$ -		\$ -
Other Sports***											
Security Services			\$ -		\$ -		\$ -		\$ -		\$ -
Supervisor	6,000		\$ -		\$ -		\$ -		\$ -		\$ -
Security Guard	12,000		\$ -		\$ -		\$ -		\$ -		\$ -
Bag Checker	12,000		\$ -		\$ -		\$ -		\$ -		\$ -
Guest Service Costs			\$ -		\$ -		\$ -		\$ -		\$ -
Supervisor	6,000		\$ -		\$ -		\$ -		\$ -		\$ -
Elevator Operator	8,000		\$ -		\$ -		\$ -		\$ -		\$ -
Usher	12,000		\$ -		\$ -		\$ -		\$ -		\$ -
Ticket Taker	12,000		\$ -		\$ -		\$ -		\$ -		\$ -

\* Estimated Minimum Hours

\*\*Prices must be submitted for all 5 years. Award will be based on prices submitted for years 1-3. Prices for years 4 and 5 are for pricing purposes.

\*\*\*Other Sports

Volleyball & Beach VB

Soccer

Track & Field (indoor & outdoor)

Tennis

Golf

Swimming & Diving

Other/Concert

Total Cost for Security Services

Total Cost for Guest Services

Total Estimated Cost for Operational Services